

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**COASTAL DEVELOPMENT
CONSTRUCTION, CORP. AND
RYAN ANDERSON,**

Plaintiffs,

v.

**UNITED ACQUISITIONS GROUP,
CMP REALTY INC. AND TYLER
TERRELL WILLIAMS,**

Defendants.

CIVIL ACTION FILE NO.

**COMPLAINT TO CONFIRM ARBITRATION AWARD
AND FOR ENTRY OF JUDGMENT**

COME NOW Plaintiffs Coastal Development Construction, Corp. and Ryan Anderson, and, pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., hereby apply and petition this Court to confirm the Final Arbitration Award issued by American Arbitration Association (“AAA”) in Atlanta, Georgia on June 6, 2023, which is attached hereto as Exhibit “A” and to enter judgment in accordance therewith in favor of Plaintiffs and against Defendants, jointly and severally.

The Federal Arbitration Act provides for expedited judicial review with a heavy presumption in favor of confirming arbitration awards. *Riccard v.*

Prudential Ins. Co., 307 F.3d 1277, 1288 (11th Cir. 2002). As a result, a court's confirmation of an arbitration award is usually routine or summary. *Cullen v. Paine, Webber, Jackson, & Curtis, Inc.*, 863 F.2d 851, 854 (11th Cir.1989).

In support of their Complaint, Plaintiffs show this Court as follows:

PARTIES, JURISDICTION AND VENUE

1. Coastal Development Construction, Corp. is a corporation organized and existing under the laws of the State of Alabama which is entitled to invoke the jurisdiction of this Court.
2. Ryan Anderson is a citizen of the State of Alabama who is entitled to invoke the jurisdiction of this Court.
3. United Acquisitions Group is a limited liability company organized and existing under the laws of the State of Georgia. United Acquisitions Group may be served with process through its registered agent, Tyler Terrell Williams, at the address of 846 North Clayton Street, Lawrenceville, Georgia 30046.
4. CMP Realty, Inc. is a corporation organized and existing under the laws of the State of Georgia. CMP Realty, Inc. may be served with process through its registered agent, Michelle Phelps, at the address of 2075 Holly Hill Drive, Decatur, Georgia 30032.

5. Tyler Terrell Williams is a citizen of the State of Georgia who resides at 1252 St. James Place, Loganville, Georgia 30052-6789 where he may be served with process.

6. This Court has subject matter jurisdiction over the claims in this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum of \$75,000 and because there is complete diversity of citizenship among the parties.

7. This Court is an appropriate venue for this civil action pursuant to 28 U.S.C. § 1391(a)(2) and 9 U.S.C. § 9.

BACKGROUND

8. Plaintiffs and Defendants entered into a partnership agreement on February 14, 2021. The primary purpose of the partnership was to purchase, construct, remodel, design and sell real estate.

9. On multiple occasions, Defendants violated the agreement. Claimant attempted to resolve the issues without legal recourse but was unsuccessful.

10. On June 13, 2022, Plaintiffs initiated arbitration proceedings against Defendants utilizing AAA pursuant to the partnership agreement where in Plaintiffs asserted claims for breach of partnership agreement, breach of the covenant of good faith and fair dealings, breach of fiduciary duty, accounting and attorney's fees.

11. Defendants were notified of, and participated in, the arbitration

proceedings that included written discovery, exchange of documents and motion practice.

12. Plaintiffs filed a Dispositive Motion. On June 6, 2023, AAA Arbitrator Samuel Woodhouse rendered an award in favor of Plaintiffs against Defendants, jointly and severally. All the parties were notified of the decision.

CLAIM FOR CONFIRMATION AND JUDGMENT

13. On June 6, 2023, the Arbitrator entered a Final Arbitration Award finding in favor of Plaintiffs and against Defendants jointly and severally, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

14. The Final Arbitration Award awarded damages to Plaintiffs for compensatory damages in the amount of \$248,500.00 and for attorneys' fees in the amount of \$41,442.31.

15. Rule 52(c) of the AAA Commercial Rules for Arbitration states as follows:

Parties to an arbitration under these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

16. The Final Arbitration Award is final and binding and should be confirmed and made a judgment of this Court pursuant to the FAA including 9 U.S.C. § 9.

WHEREFORE, Plaintiffs pray that this Court:

- (a) Confirm the Final Arbitration Award;
- (b) Enter final judgment in favor of the Plaintiffs in the amount of \$289,942.31 against Defendants jointly and severally, plus post-judgment interest as provided by law.

This 4th day of August, 2023.

/s/ Dean R. Fuchs
Dean R. Fuchs
Georgia Bar No. 279170

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